

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Venable LLP 600 Massachusetts Ave, NW Washington DC 20001		2. Registration No. 5931
3. Name of Foreign Principal Kili/Bikini/Ejlt Local Government Council	4. Principal Address of Foreign Principal Post Office Box 1096 Majuro, MH 96960	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Kili/Bikini/Ejlt Local Government Council		
b) Name and title of official with whom registrant deals The Honorable Anderson Jibas, Mayor, Kili/Bikini/Ejlt Local Government Council		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A

Name and Title

Signature

2/2/2018

David A. Mullon Jr., Partner, Venable LLP



OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Venable LLP	5931
3. Name of Foreign Principal	
Kili/Bikini/Ejit Local Government Council	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Venable will provide government relations services, primarily before the United States Congress, for the Council in connection with or relating to S.2182, the Bikini Resettlement and Relocation Act.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Venable will provide government relations services, primarily before the United States Congress, for the Council in connection with or relating to S.2182, the Bikini Resettlement and Relocation Act.

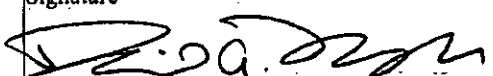
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Venable will provide government relations services, primarily before the United States Congress, for the Council in connection with or relating to S.2182, the Bikini Resettlement and Relocation Act.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
2/2/2018	David A. Mullen Jr., Partner, Venable LLP	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



600 MASSACHUSETTS AVE., NW WASHINGTON, DC 20001  
T 202.344.4000 F 202.344.8300 www.Venable.com

January 31, 2018

The Honorable Anderson Jibas  
Mayor  
Kili/Bikini/Ejit Local Government Council  
Post Office Box 1096  
Majuro, MH 96960

David A. Mullon Jr.  
Partner

T 202.344.4519  
F 202.344.8300  
DAMullon@Venable.com

**Re: Representation of the Kili/Bikini/Ejit Local Government Council**

Dear Mayor Jibas:

The purpose of this letter is to confirm the engagement by the Kili/Bikini/Ejit Local Government Council (the "Council") of Venable LLP ("Venable") to provide government relations services and to set forth the terms of engagement for those services.

**Overview of Services:** Venable shall provide government relations services, primarily before the United States Congress, for the Council in connection with or relating to S. 2182, the Bikini Resettlement and Relocation Act. The undersigned will be the primary partner providing these services, although other partners, counsel, associates, or other professionals may assist in providing these services from time to time, as needed.

**Compensation:** The Council agrees to pay Venable an hourly rate for services under this engagement. The rate for the undersigned attorney is \$590.00 per hour. The hourly rates for other partners, associates, or professionals may be more or less than this rate in accordance with their respective standard hourly rates. Venable will also be reimbursed for any expenses incurred in connection with providing services under this engagement primarily in the form of transportation or travel expenses.

This agreement will be effective upon execution by both parties.

**Right to Termination:** If Venable does not receive timely payment for its services under this engagement, within 20 days of that date of invoicing, Venable shall be entitled to withdraw from this engagement and terminate its relationship with the Council without further approval of the Council. Payment shall be made by wire transfer as provided in our invoices to you.

**Term and Termination:** This Agreement shall commence on the date signed and continue until terminated in writing by either Party. The Agreement may be terminated by either party at any time, without cause and without any liability, upon notice being provided.

# VENABLE LLP

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Kili/Bikini/Ejit Local Government Council  
January 31, 2018  
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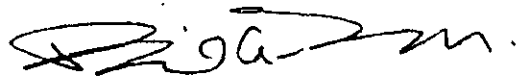
**Limitation on Authority:** Except to the extent of providing government relations services as provided in the "Overview of Services" above, Venable understands that it is not authorized by this Agreement to act as a representative, spokesperson, or agent on behalf of the Council in any meeting or communication with any person, or in any public or private statement, or in communications with the media. This agreement is not intended to establish an employer-employee relationship, or principal-agent relationship, and Venable understands that it is not authorized to commit the Council to any cost, contract, or other obligations, except as expressly provided herein.

**Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. We urge you to consider carefully the provisions of this Paragraph for arbitration, as well as all of the provisions of this Agreement, and to seek the advice of an independent attorney before agreeing to this provision or to the entire Agreement, if you have any questions or concerns.

**Primary Contacts:** The undersigned partner is the primary point of contact for Venable LLP for matters relating to this engagement. Unless and until otherwise communicated by the Council in writing to Venable, Venable's primary contact with the Council in connection with all aspects of this engagement will be through Mr. Gordon C. Benjamin, who is licensed to practice law in the state of Maryland and in the Marshall Islands. By approving this agreement below, you acknowledge that the Council has expressly authorized Mr. Benjamin to be the Council's contact for communications with Venable, and for receiving and transmitting invoices for the services provided pursuant to this engagement.

**Agreement:** Please confirm your agreement to the terms of Venable's engagement as set forth in this letter by signing below as indicated.

Very truly yours,



David A. Mullan Jr.  
Partner

**VENABLE** LLP

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Kili/Bikini/Ejit Local Government Council

January 31, 2018

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THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING LETTER AND AGREES TO RETAIN VENABLE LLP ON THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN.

Kili/Bikini/Ejit Local Government Council

By: 

Mayor

Date: 2/1/18